



200356



August 8, 2000

Ms. Patricia Simmons, Remedial Project Manager
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, New York 10007

Ref: Answers to your request for information dated July 18, 2000

1a. Active Water Jet, Inc.

1b. Stanley Mokar Jr., President
36 winding Way
Flemington, NJ 08822

Roberto Dias, Vice-President, Secretary, Treasurer.
981 Lake Ave.
Clark, NJ 07066

1c. New Jersey, Registered Agent: Stanley Mokar Jr.
Address: 36 Winding Way, Flemington, NJ 08822

1d. Attached

1e. Not Applicable

2. No

3. Yes, Access Agreement Attached 9-3-99

4. February 1989 to present. Will try and obtain lot & block numbers from ISP.



5. Active Water Jet is now and always has been an industrial cleaning service contractor using high pressure water jetting and power vacuuming. We do all work at our customer locations throughout New Jersey, Pennsylvania and New York. Stanley mokar and Roberto Dias are responsible for the overall management of the business. Robert Sobon, Fernando Alves and Jorge Araujo are responsible for on-site supervision at the customer locations.
6. Active Water Jet does not use any chemicals in its operation, except those used in the Safety-Kleen machine used to clean equipment parts. The only substances which may be considered "hazardous" are motor oil, diesel fuel, and anti-freeze for our vehicles and our water pumps.
7. Active Water Jet retains outside contractors Lorco Petroleum Services and Safety-Kleen Corp. to remove and dispose of the waste materials referred to in #6. The materials are kept indoors in steel drums on a solid concrete floor until removed by these outside contractors.
8. Diesel fuel is stored in an on-site above-ground tank. The tank is indoors on a solid concrete floor with a dike.
9. See attachments from Safety-Kleen and Lorco.
10. None
11. Active water Jet, Inc. contracted Safet-Kleen and Lorco to remove the materials, and employees of those companies have knowledge of these facts.
12. See Documents attached in response to #9.
13. None.
14. Not to our knowledge.



15. No

16. Various employees and representatives of LCP Chemicals, Inc., ISP, and GSF, as well as other prior tenants on the site.

17. None

18. Same answer to # 1b.

19. None

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey

County of Union

I certify under penalty of law that I have personally examined and am familiar with the Information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Stanley Mokar
NAME (print or type)

President
TITLE (print or type)

Stanley Mokar
SIGNATURE

Sworn to before me this

^{15th} day of August, 2000

Marie Migliaro

Notary Public

MARIE MIGLIARO

Notary Public of New Jersey

My Commission Expires May 10, 2004



GUARANTEED PRICING/EXCLUSIVE SERVICE AGREEMENT

Active WATERJET
Customer Name
Foot of Southwood
Customer Address
Linden NJ 07036
City, State, Zip
(908) 862-6037
Customer Telephone Number

Safety-Kleen Customer Number

3/28/00
Date of Agreement
3/28/00
Date Service Commences
3/28/02
Expiration Date of Initial Term (2 years after date service commences)
(973) 843-2038
Safety-Kleen Branch Telephone No.

Safety-Kleen Placement Form Number

Safety-Kleen agrees to service and maintain the parts cleaning machine(s) at the service intervals and prices set forth below pursuant to the terms of (i) this Agreement and (ii) Safety-Kleen's Machine Placement Form referenced above, which is incorporated herein by this reference.

The initial term (the "Initial Term") of this Agreement shall be for two (2) years from the date service commences until the expiration date of the Initial Term, both of which dates are written above. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for successive two (2) year terms ("Renewal Terms"), subject to written notice of termination by either party hereto received at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be.

The service prices and intervals set forth below shall be in effect during the first year of the Initial Term. Thereafter, the service prices shall be adjusted once at the beginning of each service year by an amount equal to the percentage increase or decrease, if any, in the Consumer Price Index during the prior year, as more fully described on the reverse side of this Agreement.

During any Renewal Term, Safety-Kleen may increase the service prices (in addition to any CPI adjustment) by giving Customer written notice thereof at least thirty (30) days prior to the effective date of any such price increase; provided, however, any such written notice of a non-CPI price increase shall entitle Customer to terminate this Agreement by giving Safety-Kleen written notice of Customer's election to terminate prior to the effective date of the price increase.

Quantity	Size or Model	Service Interval (no. of weeks)	Price per Service during Year 1 of the Initial Term
<u>1</u>	S-K Model <u>16</u> Parts Cleaner	<u>8</u>	\$ <u>116.50 + TAX</u>
	S-K Model _____ Parts Cleaner		\$ _____
	S-K Model _____ Parts Cleaner		\$ _____
	_____ Gallon Capacity COMS		\$ _____
	_____ Gallon Capacity COMS		\$ _____

Safety-Kleen or Customer may only terminate this Agreement (a) at the end of its two year Initial Term or any Renewal Term, as the case may be, in accordance with the second paragraph of this Agreement, (b) at any time if the other party defaults hereunder, as described on the reverse side of this Agreement or (c) in the case of Customer, if Safety-Kleen institutes a non- CPI price increase during a Renewal Term in accordance with the fourth paragraph of this Agreement.

THIS AGREEMENT CONTINUES ON THE REVERSE SIDE

The parties have read, understand and agree to be bound by the terms of this Agreement, including the terms written on the reverse hereof.

CUSTOMER

Active WATERJET INC.
Print Customer's Name
By: Stanley HOKAR
Customer Representative's Signature
STANLEY HOKAR PRESIDENT
Print Name and Title of Customer Representative

SAFETY-KLEEN CORP.

By: John Madison
Safety-Kleen Representative's Signature
John MADISON
Print Safety-Kleen Representative's Name
1264 2, 118-02
Safety-Kleen Employee No. / Branch No.

LORCO PETROLEUM SERVICES

Fax

To:

Stan

Of:

Active Water ft.

Fax:

908-862-1714

Phone:

Pages:

8, including this cover sheet

From:

Bernadette

Date:

8.9.00

Re:

C:

*Here are the invoices we discussed. I also included
a letter of disposal. That should make the
DEP happy.*

Bernadette

Confidential: The documents accompanying this fax transmission contain information from LORCO PETROLEUM SERVICES, which is confidential and/or legally privileged information. This information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this faxed information is strictly prohibited, and the documents should be returned to our company immediately. If you have received this fax transmission in error, please notify us so we can arrange for the return of the original documents.

LORCO PETROLEUM SERVICES
450 South Front Street
Elizabeth, NJ 07202
908 620 8800
Fax: 908 620 8412



450 South Front Street • Elizabeth, New Jersey 07202
(908) 820-8800 • FAX: (908) 820-8412

August 9, 2000

Active Water Jet, Incorporated
P.O. Box 4367
Linden, New Jersey 07036

Dear Sir:

This letter is to certify that all used oils and other waste material handled by LORCO PETROLEUM SERVICES, which were received from the above address have been recycled, treated or disposed of in accordance with all applicable state and federal rules and regulations.

Inspections are performed by the New Jersey Department of Environmental Protection and Energy accordingly. Our facility operating permit number is 1209F1HP01, our EPA ID number is NJD084044064, and our hazardous waste transporter permit number is NJDEPE06247.

Should you have any further questions, please do not hesitate to contact me at (908)820-8800.

Sincerely,

Bernadette Rogan

Bernadette Rogan

LORCO PETROLEUM SERVICES



480 South Front St.
Elizabeth, NJ 07202
(908) 820-8800
Fax: (908) 820-8412

PAGE: 1

INVOICE

0152272-IN

SALESPERSON	DATE OF INVOICE
TB	12/12/96
JOB SITE	

ACTIVE WATER JET, INC.
P.O. 4367
LINDEN

NJ 07036

ACCOUNT NO.	DATE SHIPPED	TERMS	YOUR ORDER NUMBER	
0003282		*** NOT ON FILE ***		
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
100.000	OIL REMOVAL - NJ		.500	50.00
		NET INVOICE:		50.00
		SALES TAX:		.00
			TOTAL	50.00

A SERVICE CHARGE OF 1.5%
WILL BE ADDED TO ALL PAST
DUE BALANCES

Thank You!

☆ RETURN YELLOW COPY
WITH PAYMENT ☆



400 South Front St.
Elizabeth, NJ 07202
(908) 820-8800
Fax: (908) 820-8412

PAGE: 1

INVOICE

0000320-IN

SALESPERSON	DATE OF INVOICE
KG	10/21/94
JOB SITE	

ACTIVE WATER JET, INC.
P.O. 4367
LINDEN

NJ 07036

ACCOUNT NO.	DATE SHIPPED	TERMS	YOUR ORDER NUMBER	
0003282		*** NOT ON FILE ***		
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
400.000	OILY WATER DISPOSAL-NJ SERVICE CHARGE		.650	260.00 175.00
		NET INVOICE:		435.00
		SALES TAX:		15.60
		TOTAL		450.60

A SERVICE CHARGE OF 1.5%
WILL BE ADDED TO ALL PAST
DUE BALANCES.

Thank You!

☆ RETURN YELLOW COPY
WITH PAYMENT ☆



480 South Front St.
Elizabeth, NJ 07202
(201) 820-0000
Fax: (201) 820-0412

PAGE: 1

INVOICE

0056481-IN

SALESPERSON	DATE OF INVOICE
TB	06/21/94
JOB SITE	

ACTIVE WATER JET, INC.
P.O. 4367
LINDEN

NJ 07036

ACCOUNT NO.	DATE SHIPPED	TERMS	YOUR ORDER NUMBER	
0003282		*** NOT ON FILE ***		
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
100.000	OILY WATER DISPOSAL-NJ		1.250	125.00

A SERVICE CHARGE OF 1.5%
WILL BE ADDED TO ALL PAST
DUE BALANCES.

Thank You!

☆ RETURN YELLOW COPY
WITH PAYMENT ☆



450 South Front St.
Elizabeth, NJ 07202
(800) 820-8800
Fax: (800) 820-8412

PAGE: 1

INVOICE

0202462-1N

SALESPERSON	DATE OF INVOICE
TR	06/18/98
JOB SITE	

ACTIVE WATER JET, INC.
P.O. 4367
LINDEN

NJ 07035

ACCOUNT NO.	DATE SHIPPED	TERMS	YOUR ORDER NUMBER
0003282		NO TERMS	PJA
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
150.000	USED OIL REMOVAL NJ	.133	20.000
		NET INVOICE:	20.00
		SALES TAX:	.00
		TOTAL	20.00

A SERVICE CHARGE OF 1.5%
WILL BE ADDED TO ALL PAST
DUE BALANCES

Thank You!

☆ RETURN YELLOW COPY
WITH PAYMENT ☆

INVOICE



440 South Front St.
Elizabeth, NJ 07202
(800) 820-8800
Fax: (800) 820-8412

DATE PERSON	DATE OF INVOICE
TB	11/05/99
DATE	

ACTIVE WATER JET, INC.
P.O. 4367
LINDEN

NJ 07036

[illegible]

A SERVICE CHARGE OF 1.5%
WILL BE ADDED TO ALL PAST
DUE BALANCES.

Thank You!

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WITH PAYMENT

LURCOPETROLEUM

27490700017 VA 02-00 1730 09-00-00



450 South Front St.
Elizabeth, NJ 07202
(908) 820-8800
Fax: (908) 820-8412

PAGE: 1

INVOICE

0083861-IN

SALESPERSON	DATE OF INVOICE
0000	01/04/95

JOB SITE
PORT NEWARK

ACTIVE WATER JET, INC.
P.O. 4367
LINDEN

NJ 07036

ACCOUNT NO.	DATE SHIPPED	TERMS	YOUR ORDER NUMBER	
0003282		*** NOT ON FILE ***		
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
75.000	DILY WATER DISPOSAL-NJ		.650	48.75
1.000	VAC TRUCK/TRANS		300.000	300.00
	ANALYTICAL TESTING			25.00

A SERVICE CHARGE OF 1.5%
WILL BE ADDED TO ALL PAST
DUE BALANCES.

Thank You!

☆ RETURN YELLOW COPY
WITH PAYMENT ☆

WOLFF & SAMSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
5 BECKER FARM ROAD
ROSELAND, NEW JERSEY 07068-1776
973-740-0500
TELECOPIER: 973-740-1407

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HOWARD J. MENAKER
ANGELO A. MASTRANGELO
OF COUNSEL

MEMBER N. J. AND N. Y. BARS
CERTIFIED CIVIL TRIAL ATTORNEY

PLEASE REPLY TO ROSELAND

HACKENSACK OFFICE:
88-80 MAIN STREET
P.O. BOX 187
HACKENSACK, NEW JERSEY 07604
973-488-3338
TELECOPIER: 973-488-4164

NEW YORK OFFICE:
140 BROADWAY
FORTY-SIXTH FLOOR
NEW YORK, NEW YORK 10005
212-673-0872

WRITER'S E-MAIL:
ewolff@wolffsamson.com
WRITER'S DIRECT DIAL:
973-533-8554
WRITER'S TELECOPIER:
973-740-1407

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STACY KREGER
JOHN O. LUKANEN

September 3, 1999

Mr. Stan Mokar, President
Active Water Jet
Foot of South Wood Avenue
Tremley Point Peninsula
P.O. Box 4367
Linden, NJ 07036

Re: Access Agreement
LCP Chemicals, Inc. Property
Linden, New Jersey

Dear Mr. Mokar:

ISP Environmental Services Incorporated ("ISP"), has entered into an Administrative Order on Consent with the United States Environmental Protection Agency ("EPA"), to conduct a Remedial Investigation and Feasibility Study on the LCP Chemical site located off of South Wood Avenue on the Tremley Point Peninsula in Linden, New Jersey (the site). As Active Water Jet is located on the above-referenced site, ISP hereby requests on its behalf and on behalf of its authorized contractor, permission to perform the investigation. The activities which will be performed under the supervision of ISP's contractor URS Greiner Woodward Clyde ("contractor"), could include the installation, sampling and maintaining of ground water monitoring wells or other recovery/interceptor wells or such other environmental/related equipment or activities needed to complete its environmental investigation (the work).

By this letter, ISP requests permission to enter Active Water Jet premises to perform the work in accordance with the following terms and condition:

WOLFF & SAMSON

Mr. Stan Mokar, President

September 3, 1999

Page 2

1. ISP and its contractor shall take reasonable precautions to minimize damages to the premises from the work and shall restore said premises to as close to the original condition as reasonably possible within thirty (30) days after the completion of the work.

2. ISP and its contractor will give you advance notice of the date on which ISP or its contractor plans to enter the premises for the purpose of performing the work contemplated by this Access Agreement.

3. ISP and its contractor will not impede ingress or egress of trucks from the Active Water Jet premises.

4. ISP and its contractor will indemnify, hold harmless and defend Active Water Jet for any negligent activities of the contractor conducted on the site.

5. If it becomes necessary for ISP or its contractor to utilize electric power in the performance of its activities on the premises, ISP or its contractor will reimburse Active Water Jet for the electricity actually used by paying the difference between the average of previous electric bills and utility bills which reflect this additional usage.

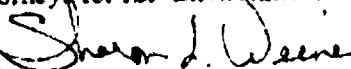
ISP understands that this is a temporary access agreement and, therefore, intends to continue its access only as long as ISP is required to complete the required activity on the site as required by the Consent Order in accordance with the requirements of the governmental agency existing jurisdiction over the project.

If the above stated terms and conditions are acceptable to you, please so indicate by executing an enclosed copy herewith in the space provided below and return the executed copy to my attention. This request is sent to you pursuant to New Jersey Statute 58:10B-16 (1966). Please respond to this request within fifteen (15) days of receipt of this letter. If you have any questions or need additional information, please contact me.

Very truly yours,

Wolff & Samson

Attorneys for ISP Environmental Services

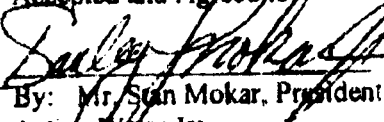
By: 
SHARON L. WEINER

SLW:jmc

cc: Muthu Sundram, Esq.

Celeste Wills, Esq.

Accepted and Agreed to


By: Mr. Stan Mokar, President
Active Water Jet

Date: 9-10-99

Certificate of Incorporation

FILED

of

JAN 27 1989

Active Water Jet Inc.

JANE BURGIO
Secretary of State

THIS IS TO CERTIFY THAT there is hereby organized a corporation under and by virtue of N.J.S. 14A:1-1 et seq., the "New Jersey Business Corporation Act."

FIRST: The name of the corporation is Active Water Jet Inc.

SECOND: The address of the corporation's initial registered office is 36 Winding Way, Flemington, NJ 08822. The name of the registered agent at such address is Stanley Mokar, Jr.

THIRD: The purpose for which this corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act," N.J.S. 14A:1-1 et seq.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 1,000 shares without par value.

FIFTH: The number of directors constituting the initial Board of Directors of this corporation is one (1). The name and address of each person who is to serve as such Director is:

Stanley Mokar, Jr., 36 Winding Way, Flemington, NJ 08822.

SIXTH: The name and address of the incorporator is Capitol Information Service, Inc., 172 West State Street, Trenton, NJ 08608.

In Witness Whereof, each individual incorporator, being over eighteen years of age has signed this certificate; or if the incorporator be a corporation has caused this certificate to be signed by its duly authorized officer this 26th day of January, 1989.



Ruth Schneider, Executive Vice President

Capitol Information Service, Inc.
172 West State Street
Trenton, NJ 08608

FILED FOR: Harvey L. Weiss, Esq.
Stern & Weiss
2115 Millburn Avenue
Maplewood, NJ 07040

116155